American Embassy Cotonou Boulevard de la Marina 01 BP 201 Cotonou, Benin

Dear Prospective Offeror:

SUBJECT: Solicitation Number 19BN1518R0001 – Destruction services of armored vehicles.

The Embassy of the United States of America invites you to submit a proposal for destruction of armored vehicles.

The Embassy intends to conduct a pre-proposal conference, and all prospective offerors who have received a solicitation package will be invited to attend. See Section L of the attached Request for Proposals (RFP).

Submit your proposal in an electronic format with the solicitation number in the subject line to CotonouGSOBids@State.gov on or before 05:00 PM March 8, 2018. No proposal will be accepted after this time.

In order for a proposal to be considered, you must also complete and submit the following:

- (a) SF-33:
- (b) Section B;
- (c) Section K, Representations and Certifications;
- (d) Additional information as required in Section L.

The contract completion date is specified in Section F of the solicitation.

All contractors have to be registered in the SAM (System for Award Management) Database https://www.sam.gov prior to contract award pursuant to FAR provision 52.204-7. Therefore prospective offerors are encouraged to register prior to the submittal of proposals.

Direct any questions regarding this solicitation to General Services Officer by letter, email or by telephone number 0022921300650 during regular business hours.

Sincerely,

Sarah E Kahnt Contracting Officer

SECTION A

	SOLICITATION, OFFER AND AWARI					1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) RATING PAGE OF PAGE						GES	
2. C	ONTRACT	(Proc. Inst. Ident.) NO.	3. SOLICITATION	I NO.	4. TYPE	OF SOL	ICITATIO)N	5. DATE ISS	SUED 6. REOU		1 56 DUISITION/PURCHASE NO.	
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110	NOTE: In sealed bid solicitation "offer" and "offeror" mean "bid" and "bidder". SOLICITATION												
9. 8	2. Sealed offers in original and copies for furnishing the supplies or services in the Schedule will be received at the place specified, in the depository located in												
unti	il 05:00	PM_ local time	03/08/2018	<u> </u>	(ho)				(date)			
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X	F	DELIVERIES OR			11 - 12	X	K			CERTIFICATION OF OF OFFEROR			25 45
X	G	CONTRACT ADM			13 14 - 15	X	L			NOTICES TO		S	35 - 45 46 - 52
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IMI	IMPORTANT - Award will be made on this form, or on the Standard Form 26, or by other authorized official written notice.												

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SCOPE OF SERVICES

The Contractor shall provide vehicle destruction services to destroy designated armored vehicles that are no longer needed in a safe, reliable and efficient manner for the American Embassy Cotonou in accordance with Section C - Description/ Specifications/Work Statement and the Exhibits contained in Section J of this contract. The period covered by this contract is addressed in Section F.

B.2 TYPE OF CONTRACT

This is an indefinite-delivery, indefinite-quantity, type contract with firm-fixed rates.

B.3 PRICING

B.3.1 General

- (a) The Contractor shall provide vehicle destruction services at the rates shown below.
- (b) The quantities in B.3.2 are estimates only and are not guaranteed by this contract. See B.4 below for contractual minimum and maximum quantities.
 - (c) Except as specified in the Delivery-Order Limitations clause or in B.4, there is no limit on the number of orders the Government may issue.
- (d) Include any cost of Workers' Compensation and War-Hazard Insurance in the prices. This insurance shall not be a direct reimbursement.
 - (e) The Government will make payment in local currency.
 - (f) VALUE ADDED TAX.

<u>VALUE ADDED TAX (VAT)</u>. The Government will not reimburse the Contractor for VAT under this contract. The Contractor shall not include a line for VAT on Invoices as the U.S. Embassy has a tax exemption certificate with the host government.

B.3.2 Price Schedule

<u>B.3.2.1 - Base Year</u>									
Method of Destruction: Crushing									
Price Rate	Price Rate per Vehicle Size								
<u>Item</u>			<u>Unit</u>	Est.*	Total Est.				
Number	<u>Description</u>	<u>Unit</u>	<u>Price</u>	Quantity	Amount				
01	Limousine	1	1						
02	Medium SUV	1	2						
	Total Estimated Amount								

B.3.2.2 - Base Year								
Method of Destruction: Disassembling by Cutting								
Price Rate per Vehicle Size								
<u>Item</u>			<u>Unit</u>	Est.*	Total Est.			
Number	<u>Description</u>	<u>Unit</u>	<u>Price</u>	Quantity	Amount			
01	Limousine	1	1					
02	Medium SUV	1	2					
Total Estimated Amount								

<u>B.3.2.1 – Option Year 1</u>								
Method of Destruction: Crushing								
Price Rate per Vehicle Size								
<u>Item</u>			<u>Unit</u>	Est.*	Total Est.			
Number	<u>Description</u>	<u>Unit</u>	<u>Price</u>	Quantity	Amount			
01	Limousine	1						
02	Medium SUV	1	1					
Total Estimated Amount								

B.3.2.2 - Option Year1								
Method of Destruction: Disassembling by Cutting								
Price Rate per Vehicle Size								
<u>Item</u>			<u>Unit</u>	Est.*	Total Est.			
Number	<u>Description</u>	<u>Unit</u>	<u>Price</u>	Quantity	Amount			
01	Limousine	1						
02	Medium SUV	1	1					
Total Estimated Amount								

<u>B. 3.2.3 - Summary</u>	
Total Estimated Amount for - Crushing	
Total Estimated Amount for - Cutting	
Grand Total Estimated Amount, Base + Option Year XOF	

B.3.2.7 The above rates shall include all the costs necessary to accomplish the work as required by this contract, including all managerial cost, administrative cost, safety equipment and materials required to perform the work.

B.4 CONTRACT MINIMUM AND MAXIMUM AMOUNTS

- B.4.1 <u>Contract Minimum</u> During the contract period, the Government shall place orders for a minimum of one vehicle. This is the contract minimum for this period of performance.
- B.4.2 <u>Contract Maximum</u> During the contract period, the amount of all orders shall not exceed 3. This is the contract maximum for this period of performance.

^{*} This estimated amount is based on total estimated Government requirements for this period of performance. If more than one award is made, the estimated amount of work awarded under task order(s) to any single Contractor will be less than the amount shown.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1. Statement of Work (SOW)

- C.1.1 The U.S. Embassy in Cotonou requires a Contractor to destroy designated armored vehicles that are no longer needed in a safe, reliable and efficient manner. The Contractor shall provide all necessary managerial, administrative and direct labor personnel, and as well as all necessary transportation, equipment, tools, supplies and materials required to perform the work using one of the following approved disposal methods in order of preference: The disposal method to be used will be chosen by the Contracting Officer's Representative (COR) and identified in the Task Order.
 - 1. Crushing
 - 2. Disassembly or cutting into sections no larger than two square feet
- C.1.2 These activities shall be conducted off of the U.S. Embassy or Consulate property unless otherwise directed by the task order.
- C.1.2.1 If the destruction occurs off of U.S. Government property, then the contractor needs to protect personnel from safety and health hazards identified for each disposal method listed.
- C.1.2.2 In the rare event these activities are to be conducted on the compound, as a minimum the contractor shall follow all safety and health requirements listed in this contract for each method of destruction. The Contractor shall ensure all safety and health requirements are followed to protect occupants, visitors, contractor employees, buildings, and other equipment and materials on the property.
- C.1.2.3 Regardless of where the work occurs, the contractor has the sole and complete responsibility for the safety and health of their workers and government personal. In addition to all the safety requirements in this contract, the contractor shall comply with all local laws, regulations, and requirements of the host government.
- C.1.3 The destruction of the vehicle shall be witnessed by the COR. Once the Task Order is issued the Contractor shall coordinate with COR to establish the date and time of the destruction to occur. The Contractor shall provide all safety and protective gear for the COR.

C.2.0 HOURS OF PERFORMANCE

The Contractor shall schedule all work during normal working hours which are defined as 8:00 to 17:30 Monday to Thursday and 07:30 to 13:30 on Friday, excluding local and bank holidays, unless approved in advance by the Contracting Officer's Representative (COR).

C.3.0 ACCESS TO GOVERNMENT COMPOUND AND STANDARDS OF CONDUCT

- C.3.1 General. The Contractor shall designate a representative who shall supervise the Contractor's workers and be the liaison with the U.S. Embassy/Consulate personnel. The Contractor's employees shall be on-site only for contractual duties and not for any other business or purposes. Contractor employees shall be escorted at all times and have access to the location where the armored vehicles are stored, only with specific permission granted by either the Contracting Officer or the COR.
- C.3.2 Personnel Security. The Government reserves the right to deny access to U.S owned and U.S.-operated facilities to any individual. The Contractor shall provide to the Regional Security Officer (RSO) the names, biographic data, police clearance or other data as required on all Contractor personnel who shall be used on this contract prior to their utilization. The Government shall issue visitor passes to approved Contractor personnel, each of whom shall be escorted on the compound and must display his/her card(s) at all times while on Government property. These visitor passes are the property of the Government. The Contractor shall return all visitor passes when they depart the compound, or at the request of the Government.

C.4.0 WORK REQUIREMENTS

- C.4.1 General. The Contractor shall provide the equipment and labor necessary to destroy armored vehicles required in the Task Order. The work shall be done in a safe and controlled manner and adequate destruction approved by the COR monitoring the activity. The contractor will have a maximum of 5 business days once the work plan is approved by the Contracting Officer to complete the disposal process.
- C.4.2 Based upon the method of destruction, the work plan, including a detailed safety plan, shall be submitted by the contractor within five days of receiving the Task Order and must be approved by the Contracting Officer (CO) before work can begin. The detailed safety plan must identify the hazards involved in the work and the control methods the contractor will use to protect all personnel and property, including the personal protective equipment to be used by personnel conducting the work. The tables in Exhibit B shall be followed in developing the safety plan. The tables represent the minimum safety requirements and the contractor shall also ensure that all international and local safety regulations and requirements are included in the safety plan.
- C.4.3 The work plan must include a point of contact, including an email address and cell phone number, the date and time the contractor wants to begin work, the method to be used to remove the vehicle from the compound and the date the work will be completed.
- C.4.4 All work shall be conducted at the contractor's site unless the Task Order specifically states the work shall be conducted on U.S. Government property. While on U.S Government property no water, power, or other utilities will be provided unless approved two weeks prior to the start of work.
- C.4.5 The contractor cannot remove the armored vehicle from U.S government property before the day the vehicle will be destroyed, No disassembling of the vehicle shall begin before COR

oversight has arrived at the destruction location. Completion of the destruction shall be approved by the COR before payment is made to the contractor.

- C.4.6 The equipment used to tow or carry the armored vehicle off compound shall be rated to tow or carry the weight of the vehicle, be in good repair, and not present a safety risk.
- C.4.7 For any work that is conducted on U.S. government property, the contractor shall ensure that adequate protections are in place to protect occupants, visitors, contractor employees, buildings, and other equipment and materials on the property. Meeting the safety and health requirements listed in this contract for each disposal method are the minimum to ensure adequate protections are in place.
- C.4.8 Final approval that adequate destruction has occurred will be verified by the COR that is witnessing and providing oversight the operation.
- C.4.9 The destroyed vehicle and pieces shall be disposed of by the contractor in compliance with all local regulations.
- C.4.10 Minimal safety and health requirements for vehicle destruction are outlined in Exhibit B.
- C.4.11.1 Crushing the Vehicle. The vehicle shall be crushed to a point sufficient to render the vehicle no longer usable as a vehicle in any way and no piece of the vehicle larger than 2 square feet may remain unaffected by the crushing. While a purpose-built vehicle crusher is recommended when possible, other methods are acceptable. Original Equipment manufacturer (OEM) parts/pieces may be removed prior to crushing and can be used for other Department-approved usage or disposal. At a minimum, the Activity Hazard Analysis in Exhibit B, Table 1.0 and 2.0 shall be followed to protect personnel and property.
- C.4.11.2 Disassembling the Vehicle by Cutting. No piece of the vehicle armor (steel incorporated into vehicle infrastructure and armored glass) can be larger than 2 square feet when destruction is complete. Original Equipment Manufacturer (OEM) parts/pieces may be removed prior to cutting and can be used for other Department-approved usage or disposal. This will be approved by the COR that is witnessing and providing oversight the operation. At a minimum, the Activity Hazard Analysis in Exhibit B, Table 1.0 and 3.0 shall be followed to protect personnel and property.

C.5.0 PERSONNEL, TOOLS, REPAIR PARTS, MATERIALS AND SUPPLIES

The Contractor shall provide trained mechanics with the appropriate tools and safety equipment necessary to complete the disposal of the armored vehicles as required by this contract.

The Contractor shall not assume responsibility for the following items of the armored vehicles, which are not included in this contract.

- Removable equipment and related items including, but not limited to, communication gear
 and any specially installed equipment, that should be removed from the vehicle prior to
 destruction and shall be removed by personnel at post.
- Wheels, Tires and Run-flat devices shall be removed from the vehicle at the destruction site and, as directed by the contract, either returned to the Embassy or disposed of or recycled in the appropriate manner following local laws.
- The contractor shall keep salvageable OEM (Original Equipment manufacturer) parts that can be kept or sold by the contractor. Examples of salvageable items are engines, transmissions, transfer cases, OEM interior parts, etc. Note: No undamaged parts associated with the armor package may be kept by the contractor.]

C.6.0 PERMITS

The Contractor shall maintain in full force and affect all permits, licenses, and appointments required for the prosecution of work under this contract at no additional cost to the Government. The Contractor shall obtain these permits, licenses, and appointments in compliance with host country laws.

C.7.0 LOCAL LAW REGISTRATION

If the local law or decree requires that one or both parties to the contract register the contract with the designated authorities to insure compliance with this law or decree, the entire burden of this registration shall rest upon the Contractor. Any local or other taxes which may be assessed against the contract shall be payable by the Contractor without Government reimbursement.

SECTION D - PACKAGING AND MARKING

(RESERVED)

SECTION E - INSPECTION AND ACCEPTANCE

E.1 <u>52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)</u>

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at: http://farsite.hill.af.mil/vffara.htm.

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at http://www.statebuy.state.gov/ to see the links to the FAR. You may also use an Internet "search engine" (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clause(s) is/are incorporated by reference (48 CFR CH. 1):

CLAUSE TITLE AND DATE

52.246-4 INSPECTION OF SERVICES – FIXED PRICE (AUG 1996)

E.2 <u>Quality Assurance and Surveillance Plan (QASP)</u>. This plan is designed to provide an effective surveillance method to promote effective contractor performance. The QASP provides a method for the Contracting Officer's Representative (COR) to monitor contractor performance, advise the Contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The Contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to conduct quality assurance to ensure that contract standards are achieved.

Performance Objective	PWS Para	Performance Threshold
Services.	C.1 thru C.5	All required services are
Performs all car destroying services set forth		performed and no more than one
in the scope of work.		(1) customer complaint is
		received per month.

- E.2.1 <u>SURVEILLANCE</u>. The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.
- E.2.2 <u>STANDARD</u>. The performance standard is that the Government receives no more than one (1) customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the

inspection clause (FAR 52.246-4, Inspection of Services – Fixed-Price (August 1996), if any of the services exceed the standard.

E.2.3 PROCEDURES

- (a) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.
 - (b) The COR will complete appropriate documentation to record the complaint.
- (c) If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.
- (d) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.
- (e) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.
- (f) If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.
- (g) The COR will consider complaints as resolved unless notified otherwise by the complainant.
- (h) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 <u>52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)</u>

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at: http://acquisition.gov/far/index.html or http://farsite.hill.af.mil/vffara.htm.

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at http://www.statebuy.state.gov/ to see the links to the FAR. You may also use an Internet "search engine" (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clause(s) is/are incorporated by reference (48 CFR CH. 1):

<u>CLAUSE</u> <u>TITLE AND DATE</u>

- 52.242-15 STOP WORK ORDER (AUG 1989)
- 52.242.17 GOVERNMENT DELAY OF WORK (APR 1984)

F.2 PERIOD OF PERFORMANCE

The performance period of this contract is from date of contract award through 12 months after.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 MONITORING OF THE CONTRACTOR

G.1.1 <u>652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR)</u> (AUG 1999)

- (a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.
 - (b) The COR for this contract is the **General Services Officer**.

G.1.2 Duties

The COR is responsible for inspection and acceptance of services. These duties include review of Contractor invoices, including the supporting documentation required by the contract. The COR may provide technical advice, substantive guidance, inspections, invoice approval, and other purposes as deemed necessary under the contract.

G.2 SUBMISSION OF INVOICES

G.2.1 The Contractor shall submit invoices monthly in an original and one copy to the Contracting' Officer's Representative (COR) at the following address:

Financial Management Office US Embassy Cotonou Marina Avenue 01 BP 2012 Cotonou, Benin

G.2.1.1 VALUE ADDED TAX.

<u>VALUE ADDED TAX (VAT)</u>. The Government will not reimburse the Contractor for VAT under this contract. The Contractor shall not include a line for VAT on Invoices as the U.S. Embassy has a tax exemption certificate with the host government.

G.2.2 Each invoice shall only include billing for one task order. For example, if services are provided under two separate task orders overlapping the same time period, submit two invoices.

- G.2.3 A proper invoice shall comply with the requirements of Section I.1, FAR 52.232-25, "Prompt Payment". Additionally, each invoice shall include the following information:
 - (1) Delivery Order Number;
 - (2) Description, type and number of vehicles, hourly and/or daily rate, number of days/hours provided, and total amount.
 - (3) Applicable Task Order as well as the Daily Vehicle Use Record (Attachment B) to support the number of hours worked with an approving signature of an appropriate company officer.
 - G.2.4 Payment. The Government will make all payments in XOF.

G.3 ORDERING

- G.3.1 <u>Orders</u>. All services under this contract shall be ordered on a Delivery Order Form (Attachment A), issued by the Contracting Officer, as the need arises.
- G.3.2 <u>Pricing</u>. Orders will include prices derived from the unit prices in Section B. Normally, each order will include a ceiling based, based upon multiplication of the unit prices by estimated quantities.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 <u>SECURITY</u>

- H.1.1 <u>General</u>. The Government reserves the right to deny access to U.S.-owned and U.S.-operated facilities to any individual. The Government will run background checks on all proposed Contractor employees. The Contractor shall provide the names, biographic data and police clearance on all Contractor personnel who shall be used on this contract.
- H.1.2 <u>Identity Cards</u>. The Government shall issue identity cards to Contractor personnel, after they are approved. Contractor personnel shall display identify card(s) on the uniform at all times while on providing services under this contract. These identity cards are the property of the Government. The Contractor is responsible for their return at the end of the contract, when an employee leaves Contractor service, or at the request of the Government.

H.2 STANDARDS OF CONDUCT

- (a) General. The Contractor shall maintain satisfactory standards of employee competency, conduct, cleanliness, appearance and integrity and shall be responsible for taking such disciplinary action with respect to employees as required. Each Contractor employee is expected to adhere to standards of conduct that reflect credit on themselves, their employer, and the United States Government. The Government reserves the right to direct the Contractor to remove an employee from the worksite for failure to comply with the standards of conduct. The Contractor shall immediately replace such an employee to maintain continuity of services at no additional cost to the Government.
- (b) <u>Uniforms</u>. The Contractor's employees shall wear clean, neat and identifiable uniforms, although not necessarily identical uniforms. All employees shall wear accreditation at all times.
- (c) Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words, actions, or fighting shall not be condoned. Also included is participation in disruptive activities that interfere with normal and efficient Government operations.
- (e) <u>Intoxicants and Narcotics</u>. The Contractor shall not allow its employees while on duty to possess, sell, consume, or be under the influence of intoxicants, drugs or substances that produce similar effects.
- (f) <u>Criminal Actions</u>. Contractor employees may be subject to criminal actions as allowed by law in certain circumstances. These include but are not limited to the following actions: falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records; unauthorized use of Government property, theft, vandalism, or immoral

conduct; unethical or improper use of official authority or credentials; security violations; and organizing or participating in gambling in any form.

H.3 LAWFUL OPERATION, PERMITS, INSURANCE AND INDEMNIFICATION

- (a) <u>Bonds</u>. The Government imposes bonding requirement on this contract. The Contractor shall provide any official bonds required, pay any fees or costs involved or related to the authorization for the equipping of any employees engaged in providing services specified under this contract if such bonds or payments are legally required by the local government or local practice.
- (b) <u>Employee Salary Benefits</u>. The Contractor shall be responsible for payment of all employee wages and benefits required by host country law or agreements with its employees. The Government, its agencies, agents, and employees shall not be part of any legal action or obligation regarding these benefits which may subsequently arise. Where local law requires bonuses, specific minimum wage levels, premium pay for holidays, payments for social security, pensions, sick or health benefits, severance payments, child care or any other benefit, the Contractor is responsible for payments of such costs and must include all such costs in the fixed prices in this contract.
- (c) <u>Personal Injury, Property Loss or Damage (Liability)</u>. The Contractor assumes absolute responsibility and liability for any and all personal injuries or death and property damage or losses suffered due to:
- --negligence of the Contractor's personnel in the performance of this contract, or
- --any cause arising from accidental, careless or irresponsible discharge of any firearms assigned to the Contractor's personnel.

The Contractor's assumption of absolute liability is independent of any insurance policies.

(d) <u>Amount of Insurance</u>. The Contractor is required to provide whatever insurance is legally necessary. The Contractor shall, at its own expense, provide and maintain during the entire performance period the following insurance amounts:

General Liability					
(1) Bodily injury stated in U	(1) Bodily injury stated in U.S. dollars:				
Per Occurrence	\$5,000.00				
Cumulative	\$15,000.00				
(2) Property damage stated	(2) Property damage stated in U.S. dollars:				
Per Occurrence	\$5,000.00				
Cumulative	\$10,000.00				

The types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to:

- (a) any property of the Contractor,
- (b) its officers,
- (c) agents,
- (d) servants,
- (e) employees, or
- (f) any other person,

arising from and incident to the Contractor's performance of this contract.

The Contractor shall hold harmless and indemnify the Government from any and all claims arising, except in the instance of gross negligence on the part of the Government.

The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

(e) <u>Permits</u>. Without additional cost to the Government, the Contractor shall obtain all permits, licenses, and appointments required for the prosecution of work under this contract. The Contractor shall obtain these permits, licenses, and appointments in compliance with applicable host country laws. The Contractor shall provide evidence of possession or status of application for such permits, licenses, and appointments to the Contracting Officer with its proposal. Application, justification, fees, and certifications for any licenses required by the host government are entirely the responsibility of the Contractor.

H.5 GOVERNMENT AS ADDITIONAL INSURED

The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State," as an additional insured with respect to operations performed under this contract.

H.6 TIME FOR SUBMISSION OF EVIDENCE OF INSURANCE

The Contractor shall provide evidence of the insurance within five (5) days after contract award. Failure to timely submit this evidence, in a form acceptable to the Contracting Officer, may result in rescinding or termination of the contract by the Government. In addition, the Contractor shall evidence of a commitment by the insurance carrier to notify the Contracting Officer in writing of any material change, expiration or cancellation of any of the insurance policies required not less than thirty (30) days before such change, expiration or cancellation is effective. When a self-insurer provides coverage, the Contractor shall not change or decrease the coverage without the Contracting Officer's approval.

H.7 ORDERING OFFICIAL

The Contracting Officer is the designated ordering individual for this contract.

SECTION I - CONTRACT CLAUSES

I.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at: http://farsite.hill.af.mil/vffara.htm.

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at https://www.ecfr.gov/cgi-bin/Title48/48chapter6.tpl see the links to the FAR. You may also use an Internet "search engine" (for example, Google, Yahoo or Excite) is suggested to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clauses are incorporated by reference (48 CFR CH. 1):

<u>CLAUSE</u>	TITLE AND DATE
52.202-1	DEFINITIONS (NOV 2013)
52.203-3	GRATUITIES (APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES (MAY 2014)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)
52.203-7	ANTI-KICKBACK PROCEDURES (MAY 2014)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)

52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017)
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2015)
52.204-18	COMMERCIA LAND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016)
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)
52.215-2	AUDIT AND RECORDS – NEGOTIATION (OCT 2010)
52.215-8	ORDER OF PRECEDENCEUNIFORM CONTRACT FORMAT (OCT 1997)
52.215-11	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA – MODIFICATIONS (AUG 2011)
52.215-13	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA – MODIFICATIONS (OCT 2010)
52.215-14	INTEGRITY OF UNIT PRICES (OCT 2010)
52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATAMODIFICATIONS (OCT 2010)
52.222-19	CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES (FEB 2016)

52.222-50	COMBATING TRAFFICKING IN PERSONS (MAR 2015)
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)
52.225-5	TRADE AGREEMENTS (FEB 2016)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUNE 2008)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.228-3	WORKERS' COMPENSATION INSURANCE (Defense Base Act) (JUL 2014)
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.229-6	TAXES - FOREIGN FIXED-PRICE CONTRACTS (FEB 2013)
52.232-1	PAYMENTS (APR 1984)
52.232-8	DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
52.232-11	EXTRAS (APR 1984)
52.232-17	INTEREST (OCT 2010)
53.232-18	AVAILABILITY OF FUNDS (APR 1984)
52.232-24	PROHIBITION OF ASSIGNMENT OF CLAIMS (MAY 2014)
52.232-25	PROMPT PAYMENT (JAN 2017)
52.232-32	PERFORMANCE-BASED PAYMENTS (APR 2012)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER – SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
52.233-1	DISPUTES (MAY 2014), Alternate I (DEC 1991)
52.233-3	PROTEST AFTER AWARD (AUG 1996)
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

52.237-3 CONTINUITY OF SERVICES (JAN 1991) 52.242-13 BANKRUPTCY (JUL 1995) 52.243-1 CHANGES - FIXED-PRICE (AUG 1987), Alternate I (APR 1984) 52.244-6 SUBCONTRACTOR AND COMMERCIAL ITEMS (JAN 2017) 52.245-9 USE AND CHARGES (APR 2012) 52.246-25 LIMITATION OF LIABILITY – SERVICES (FEB 1997) 52.248-1 VALUE ENGINEERING (OCT 2010) 52.249-4 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) (APR 1984) 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984) 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

The following Federal Acquisition Regulation clause(s) is/are included in full text:

I.2 52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of Contract award through base period or option periods if exercised.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.3 <u>52.216-19 ORDER LIMITATIONS (OCT 1995)</u>

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 3 cars, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

- (b) Maximum order. The Contractor is not obligated to honor--
 - (1) Any order for a single item in excess of **One** car;
 - (2) Any order for a combination of items in excess of **3 cars**; or
 - (3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within two (2) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.4 52.216-22 INDEFINITE QUANTITY (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Deliver-Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided that the Contractor shall not be required to make any deliveries under this contract after one year beyond the contract's effective period.

I.5 RESERVED

DEPARTMENT OF STATE ACQUISITION REGULATION (DOSAR) CLAUSES:

I.6 DOSAR FULL TEXT CLAUSES

652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE PROCEDURES (MAY 2011)

- (a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.
- (b) The DOS Personal Identification Card Issuance Procedures may be accessed at http://www.state.gov/m/ds/rls/rpt/c21664.htm.

(End of clause)

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(End of clause)

652.216-70 ORDERING - INDEFINITE-DELIVERY CONTRACT (APR 2004)

The Government shall use one of the following forms to issue orders under this contract:

- (a) The Optional Form (OF) 347, *Order for Supplies or Services* and Optional Form 348, *Order for Supplies or Services Schedule Continuation*; or
- (b) The Optional Form (OF) 206, *Purchase Order, Receiving Report and Voucher*, and Optional Form 206A, *Continuation Sheet*.

(End of clause)

652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979 as amended (AUG 1999)

- (a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:
 - (1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;
 - (2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;
 - (3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;
 - (4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;
 - (5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,
 - (6) Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.
- (b) Under Section 8(a), the following types of activities are not forbidden ``compliance with the boycott," and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1)-(6) above:

- (1) Complying or agreeing to comply with requirements:
- (i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,
- (ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;
- (2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;
- (3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;
- (4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel:
- (5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,
- (6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

(End of clause)

652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)

Regulations at 22 CFR Part 136 require that U.S. Government employees and their families do not profit personally from sales or other transactions with persons who are not themselves entitled to exemption from import restrictions, duties, or taxes. Should the Contractor

experience importation or tax privileges in a foreign country because of its contractual relationship to the United States Government, the Contractor shall observe the requirements of 22 CFR Part 136 and all policies, rules, and procedures issued by the chief of mission in that foreign country.

(End of clause)

652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (APR 2004)

(a) The Department of State observes the following days* as holidays:

New Year's Day

Traditional Religions Day

Martin Luther King's Birthday

Easter Holliday

International Labor Day

Ascension Day

Whit Monday

Presidents Day

Memorial Day

Ramadan

Independence Day

Benin Independence Day

Assumption Day

Tabaski

Labor Day

Columbus Day

All Saints Day

Veterans Day

Maouloud

Thanksgiving Day

Christmas Day

- (b) When any such day falls on a Saturday, the preceding Friday is observed; when any such day falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the Contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.
- (c) When the Department of State grants administrative leave to its Government employees, assigned Contractor personnel in Government facilities shall also be dismissed. However, if the Contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the Contracting Officer or his/her duly authorized representative.

^{*}Any other day designated by Federal law, Executive Order, or Presidential Proclamation.

- (d) For fixed-price contracts, if services are not required or provided because the building is closed due to inclement weather, unanticipated holidays declared by the President, failure of Congress to appropriate funds, or similar reasons, deductions will be computed as follows:
 - (1) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.
 - (2) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.
- (e) If administrative leave is granted to Contractor personnel as a result of conditions stipulated in any "Excusable Delays" clause of this contract, it will be without loss to the Contractor. The cost of salaries and wages to the Contractor for the period of any such excused absence shall be a reimbursable item of direct cost hereunder for employees whose regular time is normally charged, and a reimbursable item of indirect cost for employees whose time is normally charged indirectly in accordance with the Contractor's accounting policy.

(End of clause)

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

- (a) The Contractor warrants the following:
 - (1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
 - (2) That is has obtained all necessary licenses and permits required to perform this contract; and,
 - (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.
- (b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

(End of clause)

652.243-70 NOTICES (AUG 1999)

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. All modifications to the contract must be made in writing by the Contracting Officer.

(End of clause)

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

J.1 LIST OF ATTACHMENTS

EXHIBIT A – SAMPLE OF DELIVERY ORDER

EXHIBIT B – MINIMUM SAFETYAND HEALTH REQUIREMENTS

EXHIBIT C - CONTRACTOR FURNISHED PROPERTY

	U.S. Department of State PURCHASE ORDER, RECEIVING REPORT AND VOUCHER				ASE OR	DATE (mm-dd- yyyy)		
PURCH	ASER: THE UNITED STATES GOVERNMENT, D	R THIS DOCUMENT	PREPARED AT					D.O. VOU. NO.
				DS-2092	2			
VENDO	R:			CONTR	A OT NO			BU. VOU. NO.
				CONTRA	ACTNO).		PAID BY
				DATE				. ,
	HEREBY PLACED WITH THE ABOVE-NAMED VEN O BE FURNISHED TO -	IDOR FOR THE ARTIC	CLES DESCRIBED	ACCOUN	NT			
ITEM	ARTICLES OR S	SERVICES		QUANTI	TY	UNIT PI		AMOUNT
NO.						COST	PER	
		I						
SIGNATI	JRE OF ORDERING OFFICER	TITLE		TOT AMO	I AL OUNT			
TCERTIFY	THAT THE ORDERED ITEMS LISTED WERE RECEIVED	AVAILABILITY O	F FUNDS					
ON	(DATE) EXCEPT AS FOLLOWS							
		PAYMENT	AMOUNT BILLED	AS PER A	ΔΤΤΔΩΙ	HED BILL /	S)	
		COMPLETE	DIFFERENCES	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	MITAUL	D DILL (J,	
		PARTIAL						
·	Signature of Receiving Officer	FINAL		AMOUNT	VEDIE		-01 -00	
TITLE				AWOUNT	VEKIFII	ED CORRI	EUT FOR	
APPROV	ED FOR		UTHORITY VESTE		CERTII	FY THAT T	THIS VOL	JCHER IS
EVOLIAN:	OF DATE TO \$4.00	Date (mm-dd-yyyy)	Autho	orized Certifyir	ng Officer			Title
	GE RATE TO \$1.00 ITING CLASSIFICATION	1						
CHECK N	O DATED (mm-dd-yyyy)	FOR \$	ON TREASURER (OF U.S.	PAYE	EE (SIGNA	ATURE A	ND TITLE)
CHECK N	O DATED (mm-dd-yyyy)	FOR \$	ON					
CASH	ON (mm-dd-yyyy)							

EXHIBIT B – MINIMUM SAFETY AND HEALTH REQUIREMENTS

The following describe the minimum safety requirements for vehicle destruction. The contractor may implement additional procedures to protect personnel and property.

Acceptable Methods of Destruction

1.0 The following are required for all types of vehicle destruction and must be conducted prior to any destruction activities.

Principal Steps	Potential Safety & Health Hazards	Controls
Pre-work considerations	Anticipate the planned disposal method	Prior to work, accumulate required personal protective equipment (PPE) and safety equipment. Train workers in proper use of PPE and tools and equipment.
Debris Control	Housekeeping and associated hazards to personnel	Arrange for roll-off container or other suitable container(s) to receive size reduced materials (e.g. – glass, metal, rubber, and plastic) throughout the process. Arrange for drained vehicle fluid containers and funnels.
Drive or tow the vehicle to the location where it will prepared for the ultimate disposal method	Control Access to Area. Chemical hazards Environmental hazards	Cordon off work area using stanchions and caution tape to separate workers in work zone from curious on-lookers. PPE: at a minimum the contractor personnel should have long sleeve work shirt and long pants, or coveralls (possibly disposable), safety shoes with crushproof toe and steel shank, high visibility safety vest. Place vehicle over a concrete pad or other impervious surface to prevent ground contamination. Plastic sheeting may be used. Ensure there are no overhead electrical line hazards.
Disconnect and remove battery Remove lead tire weights and battery cable ends	Battery acid is corrosive and poses a risk to skin and eyes. Lead is toxic Batteries are heavy	Install portable safety eyewash in the work zone capable of providing a flow rate of 0.4 gallons per minute for 15 minutes. Provide a face shield, protective gloves and an apron for protection against acid spills and splashes when removing the battery. Refrain from eating or drinking in the work zone during the entire demolition process. Mechanically unfasten or cut free lead components – do not burn. Recycle the lead parts with a metals or battery recycler, or otherwise safely dispose of the lead in accordance with local regulations.
Locate and remove all of the engine hoses and wires	Lacerations from razor knife, or sharp metal edges.	At a minimum, PPE shall include general purpose puncture and cut resistant gloves and eye (e.g., - safety glasses or goggles) or face protection, based on the hazard(s) of the task. Supervisors shall ensure employees wear the required minimum PPE during demolition process.
Drain all fluids from vehicle.	Fire hazard (gasoline) Environmental contamination.	Fuel tank shall not be subjected to heat, sparks or fire. Remove the fuel tank, after draining, and dispose of it separately. Drain the vehicle of oil, transmission fluid, brake fluid, power steering fluid, differential and transfer case fluid, air conditioning refrigerants, coolant, washer fluid, and gasoline. Drain filters as well if needed.

		Segregate and label fluids in approved closed containers for recycling or
		proper disposal. Do not dispose of auto fluids in a storm drain, septic
		tank, on the ground, sewer system, or dumpster.
	Chemicals	PPE: at a minimum the contractor personnel shall use nitrile gloves
	contamination	during auto fluid draining.
	Hazard from vehicle	If the vehicle is lifted for access, before any worker goes under the
	falling	vehicle, it shall be properly supported with jack stands. Jacks, forklift,
		cranes, or cables are not acceptable if personnel will be under the vehicle.
Equipment:	Inspection	Training Requirements:
PPE – Safety	Requirements:	PPE
glasses (Z87.1),	Inspect that all fluids	Lifting
safety shoes, cut	and hoses have been	Chemical Hazards and Handling, including proper disposal
resistant gloves	removed.	

2.0 Crushing the Vehicle. At a minimum, the Activity Hazard Analysis below shall be followed to protect personnel and property.

Principal Steps	Potential Safety & Health Hazards	Controls
Prepare Vehicle	Initial preparation	Prepare vehicle in accordance with Vehicle Preparation found at Exhibit 1, paragraph 1.0.
Prepare Site	Determine location for demolition	Site should be clear of debris and removed from buildings or structures. Site should be demarked to maintain a safe operating space for the equipment during the demolition. Exclude Non-essential personnel from the demolition area.
Front end loader used to crush vehicle	Heavy equipment related hazards	Loader operator shall be trained and certified on the equipment he is using. Loader shall have an operating backup alarm. Work zone personnel shall be trained on the presence of blind spots of the loader and the need to always be wary of danger. Work zone personnel are to avoid any distractions (e.g., cell phones).
	Communication/signal ing requirements	Develop a means of communication/signaling to be used between ground crew or spotter and the loader operator. Make eye contact with loader operator before approaching equipment.
	Pinch and crush hazards Back injuries	Workers are not to place any part of their bodies close to the operating loader or underneath any elevated load. Use proper lifting techniques - bend knees and lift with legs to avoid back injuries. Avoid awkward lifts and stretch prior to work.
	Airborne dust hazards	Where needed apply water spray/mist to reduce dust emissions. PPE: at a minimum contractor personnel should be equipped with hard hats and hearing protection for work zone ground crew but not for the loader operator. N-95 dust masks available for general hygiene if desired by work crew.
Equipment:	Inspection	Training Requirements:
Front end loader	Requirements:	Equipment operator training
	The loader operator is	Hazard communication regarding automobile fluids
	to visually and	PPE requirements
	functionally inspect	Hazards of working with heavy equipment
	this equipment and	Heads-up environment when working with heavy equipment
	observe the work area.	Blood-borne pathogens training
		Signaling/communications with the loader operator

3.0 Disassembling the Vehicle by Cutting. At a minimum, the Activity Hazard Analysis below shall be followed to protect personnel and property.

Principal Steps	Potential Safety & Health Hazards	Controls
Prepare Vehicle	Initial preparation	Prepare vehicle in accordance with Vehicle Preparation found at Exhibit
1	r . r	1, paragraph 1.0.
Cutting of vehicle	Compressed Gas	If used, CGCs shall be secured in an upright position or secured to a cart.
into pieces not	Cylinder (CGC)	When not in use the CGCs shall be capped.
more than two	hazards	Inspect equipment prior to use.
square feet (torch		
method).	Hazards of oxy-	Remove flammable and combustible materials from the area and
	acetylene torch cutting	Do not perform "hot work" such as cutting or burning in areas where
	(a.k.a., hot work)	flammable, combustible, corrosive, or toxic substances are present.
		Maintain a fire watch during all hot work until material has cooled at
		least 30 minutes after hot work has been completed.
		Ensure fire extinguishers and extinguishing agents are available in the immediate area.
		Provide natural, exhaust, or forced ventilation to control exposure to the
		metal fumes and other contaminants being generated during cutting.
		ensure that pipes and other vessels are purged of hazardous liquid
		materials
		Identify materials that will be welded, cut, or burned and that may contain lead, such as painted surfaces and pipes.
		Inspect gas cutting equipment prior to use. Ensure hoses are intact and
		not damaged, gauges are functional and not damaged, and that workers
		have proper PPE.
	Pinch And Crush	Workers shall not place any part of their bodies underneath any elevated
	Hazards	load that is not cribbed.
	Inhalation hazards	Apply water spray/mist to reduce emissions.
	generated during torch	Wear respiratory protection if airborne hazards will be present.
	cutting are unknown,	Continuous removal of size reduced pieces to the container is necessary
	as the materials used in	to keep the work area neat and minimize trip and fall hazards.
	manufacturing are proprietary	PPE: at a minimum contractor personnel should be equipped with hard hats for work zone crew. NIOSH approved n-95 filtering face piece (dust
	proprietary	mask) for general hygiene purposes if desired. For oxy-acetylene torch
		cutting operations, individuals will also need a filtered welder's mask,
		fire- resistant gloves, and apron as needed.
	Back Injuries	Use proper lifting techniques
Equipment:	Inspection	Training requirements:
Oxygen acetylene	requirements:	Hazard communication regarding automobile fluids and oxyacetylene
torch	All oxy-acetylene	torch gases
PPE – gloves,	components (e.g., gas	PPE requirements
leather jacket or	hoses not cracked,	Hazards of hot work
sleeves, tinted eye	swaged	Use of fire extinguishers
protection (minimum shade	fittings/connections, regulator gauge,	Blood-borne pathogens training Use of oxy-acetylene cutting torch
4, preferably	cylinders not rusted or	If respirators are used, workers shall be trained and fit tested, and
shade 5), long	pitted) shall be in good	medically certified to work while using respiratory protection.
sleeve shirt, long	working condition.	,
pants, leather	Torch needs flash back	
work boots.	arrestors. Cgcs shall	
Optional –	be labeled as to	
respiratory	content and applicable	
protection Destruction Ser	hazard type. vices of Armored Vehi c	Hes 19BN1518R0001 Page 34

EXHIBIT C - CONTRACTOR FURNISHED PROPERTY

The Contractor shall provide trained mechanics with the appropriate tools and safety equipment necessary to complete the disposal of the armored vehicles as required by this contract.

PART IV: REPRESENTATIONS AND INSTRUCTIONS SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

- (a) The offeror certifies that -
- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory -
- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

 [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];
- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
- (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.2 <u>52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO</u> INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)

- (a) Definitions. As used in this provision "Lobbying contact" has the meaning provided at 2 USC 1602(8). The terms "agency", "influencing or attempting to influence", "officer or employee of an agency", "person", "reasonable compensation", and "regularly employed" are defined in the FAR clause of this solicitation entitled Limitation on Payments to Influence Certain Federal Transactions (52.203-12).
- (b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.
- (c) Certification. The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress on its behalf in connection with the awarding of this contract.
- (d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contract on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its officer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.
- (e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 USC 1352. Any persons who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$150,000, for each failure.

(End of provision)

K.3 52.203-18 Prohibition on Contracting with Entities that Require Certain Internal
 Confidentiality Agreements or Statements – Representation (JAN 2017)

K.4. 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent", as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)", as used in this provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All offerors must submit the information required in paragraphs (d)through (f) of this provision in order to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325 (d), reporting requirements of 26 USC 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 USC 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN)

TIN:	
	TIN has been applied for
	TIN is not required because:
	Offeror is a nonresident alien, foreign corporation, or foreign partnership
	that does not have income effectively connected with the conduct of a
	trade or business in the U.S. and does not have an office or place of
	business or a fiscal paying agent in the U.S.
	Offeror is an agency or instrumentality of a foreign government
	Offeror is an agency or instrumentality of the Federal Government

(e) Type of Organization

<u> </u>	
Sole Proprietorship	
Partnership	
Corporate Entity (not tax exempt)	
Corporate Entity (tax exempt)	
Government entity (Federal, State or local)	
Foreign Government	
International organization per 26 CFR 1.6049-4	
Other:	

(f) Common Parent

	Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.
	Name and TIN of common parent
Name	
TIN	

(End of provision)

- K.5 52.204-8 Annual Representations and Certifications. (NOV 2017)
- (a)(1) The North American Industry classification System (NAICS) code for this acquisition is 532111.
 - (2) The small business size standard is \$38.5M.
 - (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b)(1) If the provision at <u>52.204-7</u>, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.
- (2) If the provision at <u>52.204-7</u> is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
 - □ (i) Paragraph (d) applies.
- \Box (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
- (c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:
- (i) <u>52.203-2</u>, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless.
- (A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
- (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
 - (C) The solicitation is for utility services for which rates are set by law or regulation.
- (ii) <u>52.203-11</u>, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
- (iii) <u>52.203-18</u>, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.
- (iv) <u>52.204-3</u>, Taxpayer Identification. This provision applies to solicitations that do not include the provision at <u>52.204-7</u>, System for Award Management.

- (v) <u>52.204-5</u>, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that.
 - (A) Are not set aside for small business concerns;
 - (B) Exceed the simplified acquisition threshold; and
 - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (vi) <u>52.209-2</u>, Prohibition on Contracting with Inverted Domestic Corporations.Representation.
- (vii) <u>52.209-5</u>, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (viii) <u>52.209-11</u>, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
- (ix) <u>52.214-14</u>, Place of Performance. Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (x) $\underline{52.215-6}$, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (xi) <u>52.219-1</u>, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
- (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (xii) <u>52.219-2</u>, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xiii) <u>52.222-22</u>, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at <u>52.222-26</u>, Equal Opportunity.
- (xiv) <u>52.222-25</u>, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at <u>52.222-26</u>, Equal Opportunity.
- (xv) <u>52.222-38</u>, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xvi) <u>52.223-1</u>, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at <u>52.223-2</u>, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

- (xvii) <u>52.223-4</u>, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.
- (xviii) <u>52.223-22</u>, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals–Representation. This provision applies to solicitation that includes the clause at <u>52.204-7</u>.
- (xix) $\underline{52.225-2}$, Buy American Certificate. This provision applies to solicitations containing the clause at $\underline{52.225-1}$.
- (xx) <u>52.225-4</u>, Buy American. Free Trade Agreements. Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at <u>52.225-3</u>.
 - (A) If the acquisition value is less than \$25,000, the basic provision applies.
- (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
- (C) If the acquisition value is \$50,000 or more but is less than \$77,533, the provision with its Alternate II applies.
- (D) If the acquisition value is \$77,533 or more but is less than \$100,000, the provision with its Alternate III applies.
- (xxi) $\underline{52.225-6}$, Trade Agreements Certificate. This provision applies to solicitations containing the clause at $\underline{52.225-5}$.
- (xxii) <u>52.225-20</u>, Prohibition on Conducting Restricted Business Operations in Sudan. Certification. This provision applies to all solicitations.
- (xxiii) <u>52.225-25</u>, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.
- (xxiv) <u>52.226-2</u>, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.
- (2) The following representations or certifications are applicable as indicated by the Contracting Officer:
 - __ (i) <u>52.204-17</u>, Ownership or Control of Offeror.
 - __ (ii) <u>52.204-20</u>, Predecessor of Offeror.
- __ (iii) <u>52.222-18</u>, Certification Regarding Knowledge of Child Labor for Listed End Products.
- __ (iv) <u>52.222-48</u>, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.
- __ (v) <u>52.222-52</u>, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.
- __ (vi) <u>52.223-9</u>, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).

(vii) <u>52.227-6</u> , Royalty Information.
(A) Basic.
(B) Alternate I.
(viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer
Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through https://www.acquisition.gov. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE # TITLE DATE CHANGE

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

K.6 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2015)

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that --
- (i) The Offeror and/or any of its Principals --
- (A) Are [_] are not [_] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (B) Have [_] have not [_], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation); and
- (C) Are [_] are not [_] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

- (D) Have [_], have not [_], within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.
- (1) Federal taxes are considered delinquent if both of the following criteria apply:
- (i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
- (ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
- (2) Examples.
- (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
- (iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).
- (ii) The Offeror has [[_] has not [_], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principal," for the purposes of this certification, means an officer; director; owner; partner; or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).
- This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.
- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of

the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

K.7 AUTHORIZED CONTRACT ADMINISTRATOR

If the offeror does not fill-in the blanks below, the official who signed the offer will be deemed to be the offeror's representative for contract administration, which includes all matters pertaining to payments.

Name:	
Address:	
Telephone Number:	

K.8. 652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)

(a) Definitions. As used in this provision:

Foreign person means any person other than a United States person as defined below. United States person means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as provided under the Export Administration Act of 1979, as amended.

- (b) Certification. By submitting this offer, the offeror certifies that it is not:
- (1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,
 - (2) Discriminating in the award of subcontracts on the basis of religion.

K.9 RESERVED

K.10 <u>52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS</u> OPERATIONS IN SUDAN—CERTIFICATION (AUG 2009)

(a) *Definitions*. As used in this provision—

"Business operations" means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

"Marginalized populations of Sudan" means—

- (1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and
 - (2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
 - (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
 - (6) Have been voluntarily suspended.
- (b) *Certification*. By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

(End of provision)

K.11 <u>52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC</u> CORPORATIONS—REPRESENTATION (MAY 2011)

(a) Definition. "Inverted domestic corporation" and "subsidiary" have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).

- (b) *Relation to Internal Revenue Code*. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.
 - (c) Representation. By submission of its offer, the offeror represents that—
 - (1) It is not an inverted domestic corporation; and
 - (2) It is not a subsidiary of an inverted domestic corporation.

(End of provision)

PART IV SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

The Offeror shall include Defense Base Act (DBA) insurance premium costs covering employees. The offeror may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at http://www.dol.gov/owcp/dlhwc/lscarrier.htm

L.1 SUBMISSION OF OFFERS

- L.1.1 <u>General</u>. This solicitation is for the performance of the services described in Section C <u>PERFORMANCE WORK STATEMENT</u>, and the Exhibits attached to this solicitation.
 - L.1.1.1 Summary of Instructions. Each offer must consist of the following:
- L.1.2. A completed solicitation, in which the SF-33 cover page (blocks 12 through 18, as appropriate), and Sections B and K have been filled out.

L.1.2.1 QUALIFICATIONS OF OFFERORS

Offerors must be technically qualified and financially responsible to perform the work described in this solicitation. At a minimum, each Offeror must meet the following requirements:

- (1) Have an established business with a permanent address and telephone listing;
- (2) Be able to demonstrate prior experience with suitable references;
- (3) Have the necessary personnel, equipment and financial resources available to perform the work;
- (4) Have all licenses and permits required by local law;
- (5) Meet all local insurance requirements;
- (6) Have no adverse criminal record; and
- (7) Have no political or business affiliation which could be considered contrary to the interests of the United States.
- (8) Be able to understand written and spoken English and French.

(9) Submit detailed work plan, including a safety plan, The detailed safety plan must identify the hazards involved in the work and the control methods the contractor will use to protect all personnel and property, including the personal protective equipment to be used by personnel conducting the work

L.2 SUBMISSION OF OFFERS

L.2.1 General

This solicitation is for the performance of the services described in Section C and the Exhibits which are a part of this solicitation.

L.2.2 <u>Summary of Instructions</u>

Each offer must consist of the following physically separate volumes:

Volume	<u>Title</u>	No. of Copies*
1	Executed Standard From 33, "Solicitation, Offer and	2
	Award," and completed Section K – "Representations,	
	Certifications and Other Statements of Offerors"	
2	Price Proposal and completed Section B – "Supplies or	2
	Services and Prices/Costs"	
3	Technical Proposal	3

^{*} The total number of copies includes the original as one of the copies.

The complete offer shall be submitted at the address indicated at <u>Block 7</u> of Standard Form (SF) 33, if mailed, or the address set forth below, if hand delivered (if this is left blank, the address is the same as that in Block 7 of SF 33).

Any deviations, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this solicitation shall be identified and explained/justified in the appropriate volume of the offer.

L.2.3 <u>Closing Date</u>. The complete offer shall be received by the U.S. Embassy Cotonou, located at the address indicated on the solicitation cover page, no later than 05:00PM on March 5, 2018.

L.2.4 Detailed Instructions

- (1) <u>Volume I</u>: Standard Form (SF) 33 and Section K. Complete blocks 12 through 18 of the SF 33 and all of Section K.
- (2) <u>Volume II</u>: Price proposal and Section B. The price proposal shall consist of completion of Section B
 - (3) <u>Volume III</u>: Technical Proposal.
- a) Management Information Provide the following:
 - (1) Company profile including a list of names, addresses and telephone numbers of the owners, partners, and principal officers of the Offeror;
 - (2) A list of key management personnel and their profiles;
 - (3) A list of types, models, year made of vehicles to be provided;
 - (4) A list of communication equipment;
 - (b) Experience and Past Performance List all contracts and subcontracts your company has held over the past three years for the same or similar work. Provide the following information for each contract and subcontract:
 - (1) Customer's name, address, and telephone numbers of customer's lead contract and technical personnel;
 - (2) Contract number and type;
 - (3) Date of the contract award place(s) of performance, and completion dates;
 - (4) Contract dollar value;
 - (5) Brief description of the work, including responsibilities;
 - (6) Comparability to the work under this solicitation;
 - (7) Brief discussion of any major technical problems and their resolution;
 - (8) Method of acquisition (fully competitive, partially competitive, or noncompetitive), and the basis for award (cost/price, technical merit, etc.);

- (9) Any terminations (partial or complete) and the reason (convenience or default).
- L.2.5 In accordance with H.6, Certificate of Insurance, offeror shall either provide:
- (a) a copy of the Certificate of Insurance, or
- (b) a statement that the Contractor will get the required insurance, and the name of the insurance provider to be used.

The complete offer shall be submitted at the address indicated at <u>Block 7</u>, if mailed, or <u>Block 9</u>, if hand delivered, of Standard Form 33, "Solicitation, Offeror and Award."

Any deviations, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this solicitation shall be identified and explained/justified in the appropriate volume of the offer.

L.3 PROPRIETARY DATA

The offeror will identify proprietary data by page(s), paragraph(s) and sentence(s), and shall not generalize.

L.4 <u>52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE</u> (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at: http://acquisition.gov/far/index.html/ or http://farsite.hill.af.mil/vffara.htm.

These addresses are subject to change. If the FAR is not available at the locations indicated above, use of an Internet "search engine" (for example, Google, Yahoo or Excite) is suggested to obtain the latest location of the most current FAR provisions.

The following Federal Acquisition Regulation solicitation provision(s) is/are incorporated by reference (48 CFR CH. 1):

<u>PROVISION</u>	TITLE AND DATE
52.204-7	SYSTEM FOR AWARD MANAGEMENT (OCT 2016)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2016)
52.214-34	SUBMISSION OF OFFERS IN ENGLISH LANGUAGE (APR 1991)

52.215-1 INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION* (JAN 2004)

52.237-1 SITE VISIT (APR 1984)

* Offerors are reminded that this provision states that the Government may award a contract based on initial proposals, without holding discussions.

L.5 <u>SOLICITATION PROVISIONS INCLUDED IN FULL TEXT</u>

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a fixed price indefinite-delivery, indefinite-quantity contract resulting from this solicitation, under which will be placed firm, fixed-price task orders.

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Management Officer, US Embassy Cotonou, phone 21 30 06 50.
- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

L.6. 652.206-70 Advocate for Competition/Ombudsman.

As prescribed in 606.570, insert the following provision:

ADVOCATE FOR COMPETITION/OMBUDSMAN (FEB 2015)

(a) The Department of State's Advocate for Competition is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged first to contact the contracting office for the solicitation. If concerns remain unresolved, contact:

- (1) For solicitations issued by the Office of Acquisition Management (A/LM/AQM) or a Regional Procurement Support Office, the A/LM/AQM Advocate for Competition, at <u>AQMCompetitionAdvocate@state.gov</u>.
- (2) For all others, the Department of State Advocate for Competition at cat@state.gov.
- (b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Management Officer, at 0022921300650. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696 or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 1060, SA-15, Washington, DC 20520.

(End of provision)

L.7 FINANCIAL STATEMENT

If asked by the Contracting Officer, the offeror shall provide a current statement of its financial condition, certified by a third party that includes:

<u>Income (profit-loss) Statement</u> that shows profitability for the past three years;

<u>Balance Sheet</u> that shows the assets owned and the claims against those assets, or what a firm owns and what it owes; and

<u>Cash Flow Statement</u> that shows the firm's sources and uses of cash during the most recent accounting period. This will help the Government assess a firm's ability to pay its obligations.

The Government will use this information to determine the offeror's financial responsibility and ability to perform under the contract. Failure of an offeror to comply with a request for this information may cause the Government to determine the offeror to be nonresponsible.

L.8 <u>SITE VISIT</u>

In accordance with FAR provision 52.237-1, Site Visit, the Post will arrange for site visits on February 22, 2018 at 3:00PM at American Embassy Cotonou. Offerors should contact Cyprien Adoho no later than February 16, 2018 at AdohoC@state.gov to make appropriate arrangements.

L.9 PRE-PROPOSAL CONFERENCE

L.9.1 A pre-proposal conference to discuss the requirements of this solicitation will be held on February 22, 2018 at 03:00 PM at American Embassy. Offerors interested in attendance should contact the following individual:

Cyprien Adoho	00229 2136 7658		AdohoC@state.gov
Name	Telephone Number	Fax Number	E-mail Address

- L.9.2 Offerors are urged to submit written questions at least three days prior to the scheduled pre-proposal conference date, using the address provided in block 9 of Standard Form 33, Solicitation, Offeror and Award, of this solicitation or by faxing the questions to the above fax number, marked to the attention of the above-named individual.
- L.9.3 Attendees may also bring written questions to the proposal conference; however, if the answer requires research, there is no guarantee that the question will be able to be answered at that conference.
- L.9.4 No statements made by the Government at the pre-proposal conference shall be considered to be a change to the solicitation unless a written amendment is issued.
- L.9.5 Following the conference, all prospective offerors who received a copy of the solicitation will be provided a copy of all questions presented in writing prior to the conference, along with answers. If the answer requires a change to the solicitation, a solicitation amendment will also be issued.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 EVALUATION OF PROPOSALS

M.1.1 <u>General</u>. To be acceptable and eligible for evaluation, proposals must be prepared in accordance with Section L - <u>INSTRUCTIONS</u>, <u>CONDITIONS AND NOTICES TO OFFERORS</u>, and must meet all the requirements set forth in the other sections of this solicitation. The Government will make an initial review of proposals to determine compliance with these instructions. The Government may determine an offeror to be unacceptable an exclude it from further consideration for failure to comply with Section L.

M.1.2 Basis for Award

The Government intends to award a contract resulting from this solicitation to the lowest priced, technically acceptable offeror who is a responsible contractor. The evaluation process will follow the procedures below:

a) Initial Evaluation

The Government will evaluate all proposals received will be evaluated to ensure that each proposal is complete in terms of submission of each required volume, as specified in Section L. The Government may eliminate proposals that are missing required information.

b) Technical Acceptability

The Government will thoroughly review those proposals remaining after the initial evaluation to determine technical acceptability. The Government will review Technical Acceptability by reviewing information submitted as part of the technical proposal required by Section L, including a review of the offeror's proposed project manager to ensure that she or he is acceptable to the Government. The Government may also review past references provided as part of the Experience and Past Performance information as described in Section L to verify quality of past performance.

c) Responsibility

The Government will determine responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:

- (1) adequate financial resources or the ability to obtain them;
- (2) ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;

- (3) satisfactory record of integrity and business ethics;
- (4) necessary organization, experience, and skills or the ability to obtain them;
- (5) necessary equipment and facilities or the ability to obtain them; and
- (6) otherwise qualified and eligible to receive an award under applicable laws and regulations.

The Government reserves the right to reject proposals that are unreasonably low or high in price. Unsuccessful offerors will be notified following FAR 15.503.

M.2 PRICE EVALUATION

For the purpose of evaluation, and for no other purpose, the Government will evaluate prices submitted on the basis that the Government will require the estimated quantities shown in Section B of this solicitation.

M.3 <u>SEPARATE CHARGES</u>

Separate charges, in any form, are not solicited. For example, any charges for failure to exercise an option are unacceptable.